MUNICIPAL CORPORATIONS — MUNICIPAL DEBTS AND CONTRACTS — LIABILITY FOR BENEFITS RECEIVED UNDER CONTRACTS THAT EXCEED DEBT LIMIT. — A county borrowed money of the plaintiff beyond its constitutional debt limit, which could be exceeded only with the authority of the voters. The money so received, together with other funds which had been properly obtained, was used in the construction of a courthouse. The plaintiff now sues the corporation on a *quantum meruit*. *Held*, that he cannot recover. *Eaton* v. *Shiawassee County*, 218 Fed. 588 (C. C. A. Sixth Circ.).

The principal case illustrates an important distinction in the law of municipal corporations. Where benefits are received by the corporation pursuant to a contract that is invalid because of failure to observe a statutory requirement as to execution, but which is in substance a contract which the municipality has capacity to make, a quasi-contractual liability arises. *Louisiana* v. *Wood*, 102 U. S. 294; *Reynolds* v. *Lyon County*, 121 Ia. 733, 96 N. W. 1096. And even where there is total lack of capacity to enter into the contract, if the consideration can be readily returned, that must be done. *Crampton* v. *Zabriskie*, 101 U. S. 601; *Turner* v. *Cruzen*, 70 Ia. 202, 30 N. W. 483. But where, as in the principal case, the money has been mingled with other funds and invested in a structure, so that on principles of constructive trust the *res* cannot be followed into a severable product, the outsider has no relief whatever. *Litchfield* v. *Ballou*, 114 U. S. 190; *Bigler* v. *Mayor*, 5 Abb. N. C. (N. Y.) 51. There can be no property right by way of lien or otherwise in the building. *Litchfield* v. *Ballou*, *supra*; *Grady* v. *Pruit*, 111 Ky. 100, 63 S. W. 283. Nor may the claimant have rental. *Gamewell Fire-Alarm Tel. Co.* v. *City of Laporte*, 102 Fed. 417. If the constitution has left the municipal corporation without capacity to create an express liability, there is no alternative for the court but to prevent the same burden from being laid upon the taxpayers indirectly through the action on a *quantum meruit*. See 17 HARV. L. REV. 343.

MUNICIPAL CORPORATIONS — PROCEEDINGS OF COUNCIL OR OTHER GOVERNMENTAL BODY — EFFECT OF BLANK BALLOT. — At an election for school superintendent by a school board, the defendant received five votes, there were three scattered votes, and three blank ballots. A majority of the votes cast was necessary for election. *Held*, that the defendant was duly elected. *Attorney-General* v. *Bickford*, 92 Atl. 835 (N. H.).

When the statute requires affirmative action by a majority of those present, the problem is quite distinct from that involved in the principal case. A blank ballot is then as effectual as a vote against the candidate. *People* v. *Conklin*, 7 Hun (N. Y.) 188; *Commonwealth* v. *Wickersham*, 66 Pa. 134. In the usual case, however, a majority of the votes actually cast is sufficient for an election. In determining the number of votes cast, a minority of jurisdictions, disagreeing with the principal case, hold that a blank ballot must be included, and so in effect count such a ballot against the leading candidate. *Lawrence* v. *Ingersoll*, 88 Tenn. 52, 12 S. W. 422. Thus in one case where each candidate received twenty-two votes and there was one blank ballot, it was held that there was no tie and that the mayor could not vote. *State* v. *Chapman*, 44 Conn. 595. This sufficiently shows the difficulties of the minority doctrine. A blank ballot cannot properly be construed as either for or against a candidate. In so far as it signifies anything it probably expresses an acquiescence in the action of the majority of those actually voting. *Rushville Gas Co.* v. *City of Rushville*, 121 Ind. 206, 23 N. E. 72. But the principal case follows the better view and the weight of authority in holding that a blank ballot should be utterly disregarded. *Murdoch* v. *Strange*, 9 Md. 89, 57 Atl. 628; *Wheeler* v. *Commonwealth*, 98 Ky. 59, 32 S. W. 259.

PRIVACY, RIGHT OF — NATURE AND EXTENT OF THE RIGHT — POSSIBLE INTERESTS IN ONE'S NAME OR PICTURE. — The plaintiff secured from a certain